G R. S. IX-5]

Previous references.

Rl 147-17 83 44-5-

1922 Municipal Revenue

File No 166 - 20

Serial Nos 1 - 6

Later references.

me 220-28 181-2

" 238-33-1,5,6

GENERAL AND REVENUE SECRETARIAT

Serial Nos 1—6

Part B for March 1922

SUBJECT

Draft conditions laid down by the City Municipal Council for the disposal of the poor houses to be constructed in the Bangalore City under the hire purchase System

---

To The President, City Municipal Council

G O. No. L 5219 dt 16. 3. 22.

Approval of the final draft conditions as further revised by the Municipal Council

K R Venkatarama Iyer

WD 1888—GPR—10,000—23-9-21

G. R. S. 11) 1920-21

GENERAL AND REVENUE SECRETARIAT

(Mil)

NOTES

File No 160-20

FILE HEADING

Housing Scheme for Poor in the Bangalore city

From

The President, Bangalore city Municipal

No. 142 Dated 23/12/20 Received 3-1-21

Diary No 5/62 | Enclos 3 Spare Copies | Serial No. /

BRIEF ABSTRACT OF LETTER

Submits for approval draft conditions laid down by the Municipal Council for the disposal of Poor houses to be constructed in wards under the hire purchase system

NOTES AND ORDERS

The following rates have been copied from those as recorded on the paper under disposal.—

—draft approving of the conditions to be applied. It is proposed to build 25 houses during the current year.

NOTES—First Sheet 4/2 Mil

11/21

5104

R. S III 2,

General and Revenue Secretariat

File No. 166 of 1920

Serial No

3 There is no provision made in the conditions as to how the instalments should be recovered if default is in their payment and what is the course to be adopted if the whole amount is not paid within 20 days as stipulated

4 Whether the Govt Advocate may not be consulted with regard to the conditions, is a point for

Rev Secy) (Sd) SS 15/1/21

5 Yes consult

(Sd) G A/21/21

6 G N° 98 26-1-21

6 Forwarded with compliments to Govt Advocate for favor of opinion in the matter

"By order"

Asst Secy

26/1/21

for Rev Secy

JEN E REV SECT 5 FEB 1921 Rev Secy

Agt 93/1920-21 4/2/1921

1 A hire purchase agreement by its very nature implies that the owner of

NOTE—Contn sheet.

R. S III 2.

General and Revenue Secretariat | File No. 166 of 1920

Serial No	
	out the thing on hire and undertake to give the hirer the option of becoming the owner on his making a certain number of payments. The hirer does not the owner thereof till the payment is made in full in pursuance of the agreement. Till such payment is made the hirer is only entitled use of the article, the property in it does not pass to the hirer, it remains with the owner.
2	If default is made in payment-
	(a) the owner can immediately put an end to the hiring & take possession of the thing hired
	or (b) he may grant time or other indulgence without prejudice to his other rights under the agreement
	or (c) after taking back possession he may fix a time within which the hirer may have the option of paying the whole of the unpaid balance together with all the costs & expenses incidental to such taking possession,

NOTE—Contn sheet.

Serial No	
	or (d) he may get a third party to guarantee the due payment of any sum or sums of money which may become payable under the agreement
3	(c) the hire purchase agreement does not in law amount to an agreement to buy pure & simple a penal to the effect that in default of of any instalment the whole of the unpaid balance shall become immediately payable will be out of place. The owner is, as I stated, entitled to get back from the instalments received before default or for the due till the termination of the agreement
4	(a) The agreement must specifically provide for one or other of the 4 matters ref to in sub para 2 & it is left to the owner to get inserted all or any of those stipulations.
5	(b) A clause must also be added in the agreement that all rules & regns

NOTE—Contn sheet.

5104

G R S III 2]

General and Revenue Secretariat

Final File No 166 of 1920

Serial No

payable on the hire should during the currency of the agreement be paid by the hirer

3 2 21

12 Submit for orders with the opinion of the Govt Advocate as called for on Karaikal or Subba

5 2 21 13 The observations of this Govt Advocate will if approved be communicated to the Mahe Resident for ~~further consideration in the~~ a revised set of conditions being prepared & Govt to submit

Mahe Resident

14 Vide 12 2 21

15 Draft to Govt for approval

15 2 21 16 Vide 23/2

17 Letter as in para 8 of 3-21 to the Mahe

Note—Contn. sheet

G. S. III 2,

General and Revenue Secretariat | File No. 166 of 19 to

Serial No

Bangalore 4/7/21

Requests him to cause the
enclosures received on the issue of the Govt
Advocate's opinion & resubd for the
Govt

3 Letter G.O. 240 & 25 5-21 from the Pres
Govt, Bangalore 4/7/21
Resubmits for approval a
final draft of the proposed section
embodying the suggestions of the
Advocate

17 Submitted for orders with
ref to paras 13 and 14 supra.
[illegible]
13 6 21
[illegible] 18 Nov 21

196

DEWAN'S OFFICE.
Recd. on 11 6 1921
Reg. No. 122

19 These may now be placed
[illegible]
Dewan)
5 7 21

20 Mr. Rama Rao's remarks on
the [illegible] have been received & the [illegible]
being now be done when many officers
are
11 7 21 [illegible]

NOTE—Contn sheet.

G R S III 2]

General and Revenue Secretariat

9049

Genl File No 66 of 1920

Serial No

Q.G. No 4
L. 11721

Forwarded with Compliments
to the Govt Advocate for
scrutiny of the ~~proposed~~ revised Rules.

H. Ramanathan
for Secy Leg
11721

2700

No 6121-22

23/7/21
GEN & REV SECTT
L III
23 JUL 1921

Govt Advocate seems desirable

Re current rules am in order & complying the suggestions made by my predecessor Cl 4 proviso - in lieu pay the remaining instalments before the expiration of the period fixed & acquiring the property: then a copy annexed in such agreements must state it, as is specially intended in this Connection.
Cl 7 . Perhaps it may be advisable when a witness the Registration & other ex

Thampoe
Govt Advt
23/7/21

NOTE—Contn. sheet

5P 78
7.40

G R 5 III 2]

General and Revenue Secretariat

Rev File No 166 of 19 21

Serial No

23 Subs matter with ref to para 20 supra

Rh
28-7-21
Rev

Rh
Rev

10/8/21
98

as it is better to satisfy ourselves on both the points noticed by the Govt Advocate A draft to the Presdt may be put up —

hm
10 8 21

Rh

Rh draft is subd for appl

Rh
11 8 21
RM
14/8/21

27 Rev

Rh
31/8

28 June 1926

4 Letter no 1603 dt 17/9/21 to the Pl Rep is called.

Enquires whether the provision contained in clause 4 of the draft condition is not unusual in such agreements &

Note—Contn. above

376

R. S. III 2)

General and Revenue Secretariat | File No. 166 of 1920

Serial No

6 Letter dt 1893 . 6 2 22 from the President, Bangalore city Muni Council

Submits a copy of the Resolution of the Muni Council stating that clause 4 may be determined, as it is inserted with a view to prevent transfer of houses by the Govt, view to the terms fixed and that clause ~~was~~ has been made clear by adding the words "at the hirer's cost" after the words "shall be insured."

2) To be consulted with ref to paras 20 and 25 supra.

Sd/-

24.2.22

Sd/-

3) The conditions for the hire purchase of Poor Houses with the amendment now suggested by the President, are in accordance with the views offered by the Govt Advocate and may be approved

(Sd/- Rev Secy)

Sd/- 25/2/22

Sd/- 27/2

WAR'S OFFICE.
28 FEB 28 1922
No. 4564

31) (Sd/- Dewan)

32) Sd/- 1 3 22

Sd/- 2/3

33) Draft please

Sd/- 3/3/22

NOTE—Contn sheet

5376 (90)

R. S. III 2,

General and Revenue Secretariat	Gl File No. 166 of 1920

Serial No

Draft to Publish for objects

Issue
Dec
4/3/22

3 3 22

2 3

Home Commercial

6 the price cost trade Bill Bengal

No L 6219 / 21 3 22

Draft words of the draft Conditions for the disposal of the Crown Horses on hire purchase System in Bengal

B

NOTE—Contn sheet

(11

1920

From The President,
Municipal Council

To The Secretary to Govt
Rev Department
Bangalore

Dated 29 12 20
Despatched
Received 30 DEC 1920
General No 142
No
Enclosure No Three

Re Construction of 70 Poor houses from municipal funds

Submitting Copies of the resolution of the (1) Managing Committee (2) Municipal Council & (3) a Statement showing the conditions of the Hire Purchase system of the poor house Site for favour of approval

Draft approving of the conditions is sent for which it is proposed to build 25 houses during the current year —

There is no provision made in the Conditions as to how the instalments should be recovered if default is made in their payment, & what is the course to be adopted

if the whole amount is not paid within 20 yrs as stipulated —

Whether the Govt Advocate may not be consulted with regard to the conditions, is a point for orders

Rev Secy)

BS
11/1/21

Yr
Secretary
Rev
2/1/21

127

No 1242 one Statement 2 Resolutions En 3 OFFICE OF THE CITY MUNICIPAL COUNCIL,
Bangalore City dated 23rd December 1920 29

IMMEDIATE

From

B K GARUDACHAR, ESQ,
President Municipal Council
BANGALORE CITY

To

G ARAVAMUDIENGAR Esqr BA BL
Secretary to the Government of His Highness the Maharaja of Mysore, Revn Dept.
BANGALORE.

D No 6704
3-1-21
MC 166-21-1

Sir

Referring to para 2 of Government Order No R 4527-8/M1 147-19-5 dated 28th September 1920 sanctioning the construction of 70 "poor houses" from Municipal Funds, I have the honor to state that the mode of disposal of t houses when constructed was further considered by the ging Committee and the conditions of the hire purchase sy tem as approved by them are noted in the margin* The Ci Municipal Council at the Meeting held on the 4th Instant approved of these conditions and I submit them for the in formation and kind approval of Government Copies of t resolutions of the Managing Committee and the Municipal cil dated 4th Instant are submitted

*vide - attached

I have the honor to be

Sir

Your most obedient servant,

President

Enc to Rl 166-20-1

(13

CONDITIONS OF THE HIRE PURCHASE SYSTEM OF THE

POOR HOUSE SITES

***

(1) The sale price of a house shall be the cost of the site of 30' x 50' namely Rs 100/- the value of the building Rs 1000/- and simple interest at 5% calculated on the closing balance of the cost of the site and building for a period which shall not exceed 20 years

(2) The instalments to be paid monthly and each instalment will be equal to the sale price divided by the number of months during which the debt will be cleared

(3) The buildings and ground s to be kept in thorough repair at the cost of the hire-purchaser and not at the cost of the Municipality

(4) The building and ground will become the property of the hire-purchaser after he has paid the last instalment and thereby cleared the debt and they will be then conveyed to him through a title deed Till then the ownership of the property will vest in the Municipality and the hire-purchaser will be liable for all damages that he might have caused to it wilfully or by neglect

---

COPY "

President

Cmd)

Enc to Ml 166-20-1

Enc to Ml 166-20-1

1.-

114

PROCEEDINGS OF AN ORDINARY GENERAL MEETING OF THE CITY MUNICIPAL COUNCIL HELD IN THE COUNCIL CHAMBER ON SATURDAY THE 4 TH DECEMBER 1920

PRESENT

B.K. GARUDACHAR, ESQUIRE, P R E S I D E N T

MUNICIPAL COUNCILLORS

Bellur Srinivasa Iyengar, sq BA , BL ,
B.Channaswami Chetty, Esquire,
C.V Narasimha Iyengar, squire, BA , BL ,
F.M Basappa, Esquire,
B.Adeppa, Esquire,
B.V.Ramaswami Chetty, Esquire, B.A ,
M.Subbayya, Esquire, B A.,
K.S Krishna Iyer, Esquire, B A ,
S.Gopalswami Iyer, Esquire,
S.Venkatachala Iyengar, sq BA , BL.,
11 M K Krishnamurti Rao, sqr
12 M Krishnappa, sqr., B A ,
13 S Venkataranga Iyengar, Esq
14 M Venkatasubbiah, Esquire,
15 M Abbas Khan, Esquire,
16 Reverend D A Rees,
17 B V Krishna Iyengar, Esqr ,
18 B Usman Khan, Esquire,
19 M Ramachandra Rao Sindhe Es
20 V P Srikantiah, Esquire

ABSENT

1. Desada Siddabasappa Setty, Esqr ,
2 L A Pourwal, Esquire,
3. Desada Veerabhadra Setty, Esqr ,
4 G Siddaveerappa, Esquire,
5 D.M Ganapriam Pillai, Esquire,
6 S K Narasimiah, Esquire,
7 P Subbarama Chetty, Esquire

x x x

x x

12 Opinion of the Managing Committee dated 16th November 1920 approving the hire-purchase system for the seventy houses to be constructed in the Basavangudi Extension as per Government Order No 4527-8/M1 147-1C-5 dated 28 th September 1920 and suggesting that 25 houses may be built during the current year

Resolution - Approved with the observation that all the seventy houses sanctioned be constructed during this year

x x x x

x x

Sd/ B K Garudachar
President

" COPY

President

CMD

Enc to M2166-20-1

PROCEEDINGS OF THE MANAGING COMMITTEE HELD ON THE 16th NOVEMBER 1920 /15-

***

PRESENT

The Vice President

B Usman Khan Esquire

C V Narasimha Iyengar Esqr

B Cinnaswami Chetty Esqr

S Venkatachala Iyengar Esqr

L V Krishna Iyengar, Esqr

Veerabhadra Setty Esqr

ABSENT

M Venkatasubbiah Esquire

D Siddabasappa Setty Esqr

The Chief Officer the Health Officer and the Municipal Engineer were also present

x x x x

x x x

8 Further consideration of the Scheme sanctioned by Govt in Government Order No R 4527-8 Ml 147-19-5 dated 26th September '20 for the construction of 70 poor houses at the South-West corner of the Basavangudi Extension at a cost of Rs 1000/- each

Resolved that the hire-purchase system be as follows -

(1) The sale price of a house shall be the cost of the site of 30' x 50' namely Rs 100/- the value of the building Rs 1000/- and simple interest at 5% calculated on the closing balance of the cost of the site and building for a period which shall not exceed twenty years

(2) The instalments to be paid monthly and each instalment will be equal to the sale price divided by the number of months during which the debt will be cleared

(3) The buildings and grounds to be kept in thorough repair at the cost of the hire-purchaser and not at the cost of the Municipality

(4) The building and ground will become the property of the hire-purchaser after he has paid the last instalment and thereby cleared the debt and they will be then conveyed to him through a title deed Till then the ownership of the property will vest in the Municipality and the hire-purchaser will be liable for all damages that he might have caused to it wilfully or by neglect

Mr Usman Khan proposed that the construction of the houses may be entrusted to the Bangalore City Improvement Committee The proposition was lost for want of a seconder

Resolved that 25 houses may be built during the current year in the proposed plot Voting 4 for and 2 against the latter suggested the construction of only 5 houses for the present

Resolved that Plan and Estimate be prepared and placed before this Committee

X X X

Sd/ Mahomed Abbas Khan
Vice President

" COPY "

nt

K16

G. S. S. VI—G/32]

SUBJECT .....

Diary No. of letter replied to 5104

General and Revenue Secretariat
(Genl)
, the 191

Date of issue 3.3.21

Signature

Section Genl
File No. 165-20
Serial No 2
No. R 9801 Genl

To

The President,
Bangalore City Municipal Council.

Sir,

With ref to your letter No. 14 28 dtd 28th Dec 1920 proposing certain conditions for the disposal under the "Fire Purchase System" of certain fire lands in [illegible] Gee enclosed in the city, I am directed to forward herewith for information a copy of the Govt Advocate's observations thereon and to request you to be so good as to

17/5/1

[illegible] Uttarakhand [illegible]
wishes to be accordingly informed/and [illegible]
accordingly
a copy [illegible] Uttarakhand [illegible] for
obtaining [illegible] approval [illegible]
Council thereto.

I have it

15.2.21

List of enclosures.

Copied by

Examined by

02338

192

From The President
City Municipal Council
Bangalore

To The Secretary to Govt
Revenue Department
Bangalore

Dated ?

Despatched 30 5 21 dag

Received 31 May 21
2nd JUN 1921

General No 240
No.

Enclosure No. 1 & 2

Re Condemnation for the
disposal of certain bone sheds
to be constructed in the
Bangalore City.-

Re Submitting a final
draft of the proposed Condemnation
together with the Resolution
of the Managing Committee of
the Municipal Council.

(9)

No. 240 / 30 S 21 — OFFICE OF THE CITY MUNICIPAL COUNCIL,
Bangalore City dated 25th May 192

From

B K GARUDACHAR ESQ,
President, Municipal Council
BANGALORE CITY

D N° 9040
3-6-21

To

B Ramaswamaiya Esq B A ,B L ,
Secretary to the Government of
His Highness the Maharaja of Mysore
Revenue Department,

S i r, Rec 166-20

Referring to your letter No 9801/M1 166-20-2 3rd March 1921 forwarding a copy of the Government Advoc observations on the conditions for the disposal of certain houses to be constructed in the Bangalore City, I have the to resubmit herewith a final draft of the proposed conditi embodying the suggestions of the Government Advocate The suggestions of the Government Advocate have been approved the Managing Committee and the Municipal Council Copies resolutions are submitted for information

I have the honor to be,
Sir,
Your most obedient servant,

President

HR--25

Proceedings of the Ordinary General Meeting of the Municipal Council held in the Council Chamber on Saturday the 2nd April 1921

PRESENT

B K. Garudachar, Esq , President

Mohammed Abbas Khan, Esq , Vice-President

Councillors

1. Belur Srinivasa Iyengar, Esq , B A B L ,
2. B. Chinnaswamy Chetty, Esq .
3 Dasada Siddabasappa Setty, Esq.,
4. M V Narasimha Iyengar, Esq , B A B.L.,
5. P.M. Bopanna, Esq .
6. L.A. Pourval, Esq .
7 Dasada Veerabhadra Setty, Esq .
8. S. Siddaveerappa, Esq .
9. B. Adeppa Esq .
10. B V. Ramaswamy Chetty, Esq , P A.,
11. K.S. Krishna Iyer, Esq., B.A .
12. R. Gopalaswami Iyer, Esq.,
13 S Venkatachala Iyengar Esq, P
14 M K Krishnamurti Rao Esq
15 H Krishnappa, Esq B A
16 V Venkataranga Iyengar Esq .
17 M Venkatasubbiah, Esq .
18 D V. Gnanapriam Pillay Esq .
19 R V. Krishna Iyengar, B
20 B Usman Khan, Esq.,
21 S V Narasimhiah, Esq .
22 V Ramachandra Rao Sindhe, Esq.
23 P Subbaramma Chetty, Esq
24 V.P Srikantiah, Esq .

ABSENT

25 M Subbayya, Esq , P A ,
26 Vacant

X X X X X

12 Revenue Secretary's letter No 6801/M1 166-10-2 dated 3rd March 1921 forwarding a copy of the Government Advocate's observations on the conditions of the hire purchase system for the disposal of certain "poor houses" to be constructed in the City and requesting that the conditions may be revised accordingly

Also opinion of the Managing Committee dated 12th March 1921 approving the suggestions of the Government Advocate

RESOLUTION -Approved

Sd/ B K Garudachar
President

"COPY"

Encls Ml 166-20 3

(21

PROCEEDINGS OF THE MANAGING COMMITTEE MEETING HELD ON THE

12th MARCH 1921

P R E S E N T

The Vice President — C V Narasimha Iyengar Esq

B Usman Khan Esq — B Chinnaswami Chetty Esq

M Venkatasubbiah Esq — D Siddabasappa Setty Esq

D Veerabadra Setty Esq

A B S E N T

B V Krishna Iyengar Esq

S Venkatachala Iyengar Esq

The Chief Officer the Health Officer and the Municipal Engineer were also present

---

7 Revenue Secretary's letter o R 9801/M1 166-20-2 dated 3rd March 1921, forwarding a copy of the Government Advocate's observation on the conditions for the disposal under the hire purchase system of certain poor houses to be constructed in the City and requesting to revise the conditions accordingly

RESOLUTION -The suggestions are approved and they may be suitably embodied in the conditions

Sd/ M Abbas Khan

Vice-President

" C O P Y "

President

Enc to Rel 166 '20

Copy of the final draft of the proposed conditions embodying the suggestions of the Government Advocate

---

This Agreement made the day of 192. between the President, Bangalore City Municipality on behalf of the Municipality (herein after called the owner) of the one part and Mr. . . .. (herein after called the 'Hirer') of the other part, and Mr residing at .. herein after called the Guarantor of the 3rd part hereto mutually agree as follows, that is to say -

1 The 'Owner' agrees to let to the hirer and the hirer agrees to take on hire from the owner with a view to the ultimate purchase thereof as herein after mentioned, the house standing on site measuring ------ specified and described in the schedule hereunder written

2 The said house and site have been ascertained and shall be taken to be of the value of Rs which is to be the sum so to be paid by instalments and in the manner herein after mentioned by the hirer to the owner as and for the hire (rent)of the said house

3. The said hire (rent) instalments shall be paid at the Municipal Office Bangalore City as follows On the signing hereof of Rs as the 1st month's rent in advance, and for every succeeding month by instalments of Rs . payable in advance during the last week of the month, and which monthly payment shall continue until the whole of the said sum of Rs shall have been paid i e (year 19)

4 It shall not be open to the hirer to pay at any time before the expiration of the period fixed during which payment of instalments is to run, the remaining unpaid instalments with a view to immediate purchase thereof, but the sale can only be completed in after the payment in due course of last instalment

5 During the hiring, the hirer shall take all proper care of the said house and shall keep the same in good condition and state of repair at his own expense and he shall also pay all rate and taxes payable on the house and he shall not remove or injure any part of the building nor assign transfer, underlet or part with the possession of the same either directly or indirectly to any person or persons whomsoever

6 If the hirer does not duly perform this agreement the owner may (without prejudice to his right to recover arrears of rent, terminate the agreement and retake possession of the house and site and for that purpose leave and license is hereby expressly given to the owner and his employees and all hiring instalments previously paid by the hirer shall be absolutely forfeited to the owner but the hirer shall not be liable to any future instalments If the hirer fails to pay the rent of any month for 30 days after the same shall have become due the owner may (without prejudice to his right to recover arrears of rent) without terminating the contract retake possession of the house and site (and for that purpose leave and license is hereby expressly given to the owner and his employees) in which case the hirer may within one month of owner so taking possession pay the unpaid arrears falling due together with all costs and expenses incidental to such taking possession and require the owner to put the hirer back in possession But if the hirer fails to pay the arrears etc the agreement shall be terminated and all hiring instalments previously paid by the hirer shall be absolutely forfeited to the owner but the hirer shall not be liable to any future instalments

7 Upon payment by the hirer to the owner of the full sum of Rs by the instalments aforesaid this agreement shall be deemed completed and shall thenceforth cease and determine and the said house and site shall become and be the property of the hirer, and a registered sale deed in favour

favour of the hirer shall be executed by the owner at the (24 cost but until the whole of the said sum shall have been paid by instalments and manner aforesaid, the said house and site shall remain sole and absolute property of the owner and in the meantime are duly let on hire (rent) to the hirer.

8 Time, indulgence or concession granted by the owner to the hirer shall not alter or invalidate this agreement and shall not be treated as a waiver

9 The owner agrees that the hirer may terminate the hiring by vacating the house after giving a fortnight's notice and by paying all arrears due.

The Guarantor agrees that in consideration of the owner letting on hire to the aforesaid hirer the house and site described in the schedule, the guarantor hereby guarantees the due performance and observance by the hirer of the terms and conditions of this agreement and engages to pay all or any sum or sums of money which may become payable to the owner either by way of debt or damages, costs expenses, by or concerning anything that may be done or committed to be done under this agreement

And the Guarantor furtner agrees that any time granted to the hirer or any indulgence in respect of the terms and conditions herein contained shall not prejudice the owner's rights or relieve the Guarantor from his guarantee

That the owners are at liberty to sue at their option either the Hirer or the Guarantor jointly or severally for their dues

This agreement will be binding on the Hirer and the Guarantor and their respective heirs, executors administrators

As witness the hands of the parties

witnesses
1

2

Hirer.

Guarantor

This Agreement has been read to me and I have learned its contents before signing

Hirer

Guarantor

Chief Officer

G. R. S. VI—G/32]

SUBJECT

Diary No. of letter replied to 9040

General and Revenue Secretariat

(GR.)

the 191

Date of issue 17 9 1924

Signed by Dr WC Sibbaraya Iyer

Section

File No 165-20

4

[illegible] correspondence [illegible]

No 2405 dt [illegible]

a final draft [illegible]

Chetheers [illegible]

[illegible] under the hire purchase system of certain power houses to be constructed by the Mysore

over

I am directed to invite your attention to clause 4 of the draft Entitlement prohibiting the Kings from paying the remaining instalments before the anniversary of the period fixed with a view to acquire the property and to enquire whether any such provision is usual in such agreements. It is specially important in this connection.

With reference to clause 7 of the proposed Entitlement I am directed to state that it is not possible to agree to the suggestion that the Government should have to bear the charges for stamping and other charges in connection with the execution of the Sale Deed etc.

List of enclosures.

Copied by

Examined by

Revised 6 5 4

6/2 11-8-24 12/8/24

3436?

29

192

From The President
- Cuddy- municipal Council
Bangalore

To Mr Grey to Government
Rev department

Dated
Despatched } 17 2 22

Received

General No 183 17 [illegible]
No

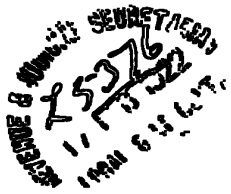
Enclosure No [illegible]

Disposal of Purchases under
the hire purchase system

Forwarding herewith
copies of the Resolution of the
managing committee of the municipal
council furnishing information
on clause 4 & 7 of the Standard of
the conditions for the disposal
under the hire purchase system
of the Vehicles

28

No. 183 17/1/22 Office of the City Municipal Council,
Jnr
Bangalore City, dated 15th February 1922



Rev 166-20-5.

From ANANDA RAO SIRSI, Esq ,B A ,LL B ,
President, Municipal Council,
BANGALORE CITY

To

C Venkata Rao Esq ,B A ,
Secretary to the Government of
His Highness the Maharaja of Mysore,
Revenue Department, Bangalore

Sir,

With reference to your letter No L 1603/Rl 166-20-14 dated 17th September 1921 calling for certain information regarding clauses 4 and 7 of the draft of the conditions for the disposal under the "hire purchase system" of the poor houses to be constructed by the Municipality, I have the honor to submit herewith copies of the resolutions of the Managing Committee dated 20-1-1922 and of the City Municipal Council dated 11-2-1922 and to state as follows -

(1) Though one effect of the insertion of clause 4 may that it will prevent a bonafide hirer who may have the means paying up the instalments in advance, from becoming a full owner at once, yet the clause has been advisedly inserted with a view to prevent the transfer of property by the hirer before the term fixed under inducement from speculative capitalists The clause may therefore remain

(2) Clause 7 has been made clear as to who should bear the registration and other charges by the insertion of the words "at the hirer's cost" after the words "shall be execu

I have the honor to be,
Sir,
Your most obedient servant,
Ananda Rao Sirsi

Enc to Mjl 166-20-5a (73

PROCEEDINGS OF THE MEETING OF THE [illegible] COMMITTEE
HELD ON THE 20th JANUARY 1922

PRESENT

1 H Krishnappa Esq
2 J R Isaac Esq B A & B E,
3. M Subbiah Esq B A
4 B Abdur Rahman Esq, B A
5 C [illegible] Esq
6 E Coimbatore Esq
7 L [illegible] Esq
8 [illegible] Esq
9 P [illegible] Esq

X X

X X

1 Revenue Secretary's letter No I 1603/Jl 166- C-1 dated 17th September 1921 calling for further information with regard to conditions 4 and 7 of the draft agreement relating to the disposal of poor houses in the City

Also Chief Officer's Memo dated 28th September 1921

Resolution - Resolved that clause be retained as it is desired with a view to prevent transfer of property by the purchaser prior to the time fixed

Resolved that the words at the purchaser's cost be [illegible] after the words [illegible] related [illegible]

Sd/ H Krishnappa
Chairman

-

COPY

Accountant

Pres dent

Mjl

Enc to Rl 166-22-5 (30

No.19

PROCEEDINGS OF AN ADJOURNED GENERAL MEETING OF THE CITY MUNICIPAL COUNCIL, BANGALORE, HELD ON SATURDAY THE 11th FEBRUARY 1922 AT 4 P M IN THE COUNCIL CHAMBERS

PRESENT

1 Ananda Rao S Sirsi Esq ,B A ,LL B ,(President)

2 S Abdur Rahman,Esq ,B A , (Vice-President)

COUNCILLORS.

1. B.Chinnaswami Chetty,Esq ,
2. W.H.Hanumantappa, Esq ,
3. B.V Krishna Iyengar,Esq.,
4 Myakala Mallayya, Esq ,
5. P.M. Basappa, Esq ,
6. B V.Ramaswami Chetty,Esq ,B A
7. M Subbayya, Esq B A ,
   R.Gopalaswami Iyer, Esq ,
9 M.Venkatachala Iyengar,Esq B A , B L ,
10 G Nayavadana Rao,Esq ,B A.,B L ,
11 H Krishnappa, Esq , B.A.,
12 P Subbarama Chetty,Esq ,
13 Rao Sahib Mr H Channiah,
14 J R Isaac,Esq ,B A ,M B E
15 M Abbas Khan, Esq ,
16 S Venkatarangiengar,Esq ,

17 M J E Narasinga Rao,Esq

ABSENT

1. G.V Narasimhaengar,Esq ,B A ,B L ,
2. B. K. Garudachar Esq ,
3. S.Siddaveerappa, Esq ,
4. B. Adeppa, Esq ,
5 S Venkataramn Iyer,Esq.,B A ,
6. D, Murugesam Pillai,Esq , (LL B
7 M V Chandrasekharaiya,Esq ,B A ,
8 V ManieKavelu Moodaliar,[illegible]
9 Rev Brockbank

Vacant Two.

X X X

X X

8 Revenue Secretary's letter No L 1603/M1 166-22-14 dated 17th September 1921 calling for further information with regard to conditions 4 and 7 of the draft agreement relating to the disposal of poor houses in the City .

A copy of the Managing committee dated 20th January 1922

Resolution -The resolution of the Managing Committee is approved

Sd/ [illegible]
Secretary

" C O P Y "

GRS VI–71] 4/8

SUBJECT

No of letter replied to 5376

Section EC
File No 166- EC
Serial No 6

l and Revenue Secretariat

(EC)

the *191*

Proceedings of the Government of
His Highness the Maharaja of Mysore

te of issue 15 3 22 F

ed by Mr D C S

Read— Para 2 of G.O.No. 4547-147-19-58 20th Sept 1920 sanctioning the construction of 70 door houses from Urban Funds at a cost of Rs 1000/- each in the Bangalore City and their disposal to bona fide absentees on hire system.

2 Letter No. 1428 dtd 23 Dec 1921 from the President, Bangalore City Municipal Council, — submitting for approval a set of draft conditions for the disposal of the 70 door houses on hire purchase system on

this be

i Printed

ii reate l a tin lin ter

iii published in th Gazette
Engli l t

iv tr an l t l

v pla l n t l in p al p th pr s

vi published in the Gazette
Kanhad Part

32 [illegible] 25th
September 1942 [illegible].

2. [illegible] with letter No. [illegible] 15th [illegible]
1942 [illegible] Executive Engineer, BGT
Municipal Board Council [illegible]
[illegible] on the subject.

[illegible] No. L 5219/Encl one
final [illegible] as finally revised by the Municipal
Conditions [illegible] Council at their meeting held
on the 20th January 1943
approved.

Sd/ [illegible]
4/2/43

3. The President of the Bandra
City Municipal Council with a copy
of the approved conditions.

List of enclosures.

4/2
3.2.43
[illegible]

Copied by

Examined by

WD 1944—GPB—20,000—17-4 H